

ENVIRONMENTAL COOPERATION

**Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and INDONESIA**

Signed at Jakarta June 27, 2011

with

Annex



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“. . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

INDONESIA
Environmental Cooperation

*Memorandum of understanding signed
at Jakarta June 27, 2011;
Entered into force June 27, 2011.
With annex.*

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ENVIRONMENTAL PROTECTION AGENCY
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF THE ENVIRONMENT
OF THE REPUBLIC OF INDONESIA
ON
ENVIRONMENTAL COOPERATION**

The Ministry of the Environment of the Republic of Indonesia ("MOE") and the Environmental Protection Agency of the United States of America ("EPA"); (hereinafter referred to as "the Parties");

DESIRING to strengthen environmental cooperation that is of mutual interest and benefit to the Parties; and

RECOGNIZING the Agreement between the Government of the United States of America and the Government of the Republic of Indonesia on Scientific and Technological Cooperation signed at Jakarta 29 March 2010 ("S&T Agreement");

Have agreed as follows:

**Article 1
OBJECTIVE**

1. The Parties shall endeavor to engage in a general program of cooperation for mutual benefit and to promote a climate of open exchange and cooperation in the field of environmental protection and sustainable utilization of natural resources.
2. The objective of this Memorandum of Understanding ("MOU") is to promote bilateral cooperation on efforts of mutual interest in the field of environmental cooperation.

**Article 2
FRAMEWORK**

Cooperative activities under the MOU shall be conducted in accordance with the applicable laws and regulations of the Parties.

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Article 3 FOUNDATION

The Parties shall conduct cooperative activities under this MOU on the basis of equality, reciprocity, and mutual benefit.

Article 4 AREAS OF COOPERATION

Cooperation under this MOU may involve the following areas:

1. Prevention and management of:
 - a. Greenhouse gas emissions and their impacts;
 - b. Air pollution (including indoor air pollution);
 - c. Water pollution;
 - d. Chemical and hazardous waste (including medical waste);
 - e. Solid waste;
 - f. Environmental degradation; and
 - g. Environmental assessment
2. Integrated watershed management;
3. Climate change;
4. Other environmental threats to human health and to ecosystems;
5. Environmental policy and management;
6. Environmental education and public awareness;
7. Environmental governance, such as:
 - a. Public participation;
 - b. Environmental law development;
 - c. Judicial training; and
 - d. Permit development, implementation, and enforcement; and
8. Other areas as determined by the Parties.

Article 5 FORMS OF COOPERATION

Cooperation under this MOU may include but is not limited to:

1. Transfer or exchange of technical and governance information in the field of environmental protection;
2. Joint organization of symposia, seminars, workshops, and training;
3. Study tours, exchanges, and temporary assignments of personnel from one Party to the other;
4. Joint publications; and
5. Joint projects to demonstrate environmental management approaches.

Article 6 **STAKEHOLDER ENGAGEMENT**

The Parties shall encourage and facilitate the engagement and participation of relevant stakeholders (such as universities, other government agencies, and industry) in cooperative activities under this MOU, as mutually determined by the Parties.

Article 7 **IMPLEMENTATION**

1. The Parties shall develop additional annexes to the MOU for each of the major areas of cooperation contemplated under this MOU, as appropriate. Once developed, each annex shall be an integral part of the MOU. For every annex, specific cooperative activities and the terms under which they are intended to be conducted, including financial arrangements, shall be described in a workplan.
2. In the event of a conflict between the terms of an annex and this MOU, the provisions of the MOU shall prevail.
3. All activities undertaken pursuant to this MOU shall be subject to the availability of funds, personnel, and other resources of each Party. The Parties recognize that collaboration under this MOU does not represent a commitment of funds, personnel, or other resources.

Article 8 **JOINT COMMITTEE FOR ENVIRONMENTAL COOPERATION**

1. The Parties hereby establish a Joint Committee for Environmental Cooperation ("Joint Committee") that is responsible for coordinating and facilitating cooperative activities under this MOU, composed of representatives designated by the Parties.
2. The Joint Committee shall be co-chaired by a designated official of the EPA and a designated official of the MOE.
3. The Joint Committee shall meet periodically as determined by the Parties (but no more than once a year) to conduct a joint review of activities and discuss matters of importance in the field of environment and policies related to the environmental cooperation between the Parties under this MOU. Meetings of the Joint Committee should take place alternately in the United States and Indonesia.
4. In the intervals between the Joint Committee meetings, the Co-Chairs may meet or correspond, if necessary, to discuss and further the implementation of this MOU and to exchange information on the progress of programs, projects and activities of common interest, and implementing arrangements under this MOU.

**Article 9
CONFIDENTIALITY**

No information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations shall be provided under this MOU. In the event it is subsequently discovered that information or equipment which is known or believed to require such protection is identified as having been furnished inadvertently in the course of cooperative activities pursuant to this MOU, the matter shall be brought immediately to the attention of appropriate officials and the Parties shall consult to identify appropriate security measures to be mutually determined by the Parties, in writing, and applied to this information and/or equipment. All other information exchanged between the Parties is subject to the applicable laws and regulations of the Parties.

**Article 10
INTELLECTUAL PROPERTY RIGHTS**

It is not anticipated that intellectual property will be created or furnished in the course of activities under this MOU. However, the treatment of any intellectual property created or furnished in the course of activities under this MOU, the allocation of rights for such intellectual property, and business-confidential information obtained and/or exchanged pursuant to this MOU, shall be governed by the provisions of Annex I of the S&T Agreement.

**Article 11
SETTLEMENT OF DISPUTES**

Any dispute between the Parties concerning interpretation of this MOU is to be settled through consultation between the Parties.

**Article 12
FINAL PROVISIONS**

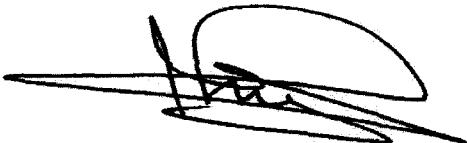
1. This MOU shall enter into force on the date of its signing and shall remain in force for five (5) years. Either Party may terminate this MOU by providing thirty (30) days' prior written notice to the other Party. Unless otherwise agreed, the termination of this MOU shall not affect the validity or duration of projects under this MOU that have been initiated prior to such termination, and this MOU shall continue to apply to such projects until they are discontinued.
2. This MOU may be amended or extended at any time in writing by mutual agreement of the Parties.

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IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this MOU.

SIGNED at Jakarta this 27 day of June 2011, in duplicate, in the English and Indonesian languages, all texts being equally authentic. In case of any divergence, the English text shall prevail.



**FOR THE ENVIRONMENTAL
PROTECTION AGENCY OF THE
UNITED STATES OF AMERICA**

**FOR THE MINISTRY OF
THE ENVIRONMENT OF THE
REPUBLIC OF INDONESIA**



ANNEX 1

“Breathe Easy, Jakarta” Program

Article 1 Authority

This Annex to the Memorandum of Understanding (MOU) between the Ministry of the Environment (MOE) of the Republic of Indonesia and the Environmental Protection Agency (EPA) of the United States of America on Environmental Cooperation, signed at Jakarta on June 27, 2011, sets forth a framework for cooperation on an air quality management program in Jakarta, Indonesia, entitled “Breathe Easy, Jakarta”.

Article 2 Scope

“Breathe Easy, Jakarta” is a partnership program between EPA and the Jakarta Capital City Government established to gain a better understanding of Jakarta’s air quality challenges and to develop cost-effective strategies for improving air quality and public health.

Under this program, MOE has designated Jakarta Capital City Government to work with EPA and other stake holders to implement a multi-year urban air quality management capacity building and knowledge management program to promote the development and application of science-based urban air pollution control strategies and associated decision support systems in Jakarta, Indonesia.

MOE has designated Jakarta Capital City Government to coordinate with EPA to promote sustainability and replicability of the “Breathe Easy, Jakarta” program.

Project activities under this annex may include work in the following areas:

1. Review of air quality management system;
2. Development of an air quality monitoring plan;
3. Monitoring of ambient and site-specific air pollution and toxics;
4. Development of emissions measurements, inventories, and source apportionment from stationary, mobile, and area sources of air pollution;
5. Modeling of air quality;
6. Assessment of health benefits and impacts;
7. Development of air pollution control policies, strategies, and standards;
8. Promotion of compliance with and enforcement of air pollution policies and standards;
9. Development of public information, involvement, and outreach programs;



10. Management of clean energy technology (transportation, residential, industrial, and commercial) that helps to reduce or eliminate pollution and greenhouse gases;
11. Management, reduction, and elimination of air pollution; and
12. Other areas as determined by Parties.

Article 3 Forms of Cooperation

Cooperation under this Annex may include the following forms:

1. Transfer or exchange of scientific, policy, and technical information;
2. Joint organization of symposia, seminars, workshops, and trainings for a range of audiences both within and outside government;
3. Study tours, exchanges, and temporary assignments of personnel of the Parties;
4. Joint projects to demonstrate environmental management approaches and technologies;
5. Cooperative research on subjects of mutual interest;
6. Provision of samples, reagents, materials, data, instruments, and components for testing, evaluation, and other purposes; and
7. Other forms of cooperation as determined by the Parties.

Article 4 Project Plans and Activities

The Parties intend to jointly develop work plans, which shall describe specific cooperative activities and the terms under which they are intended to be conducted, including financial arrangements.

Project activities under this annex are designed to complement, not duplicate, cooperation under any other Annexes. Activities will be developed and carried out in close consultation with those involved in related work under any other Annex.

Article 5 Designation of Officials

1. Management Officials administering activities under this Annex shall work with relevant stakeholders to facilitate implementation of work plans.
2. The Management Official for the United States shall be the EPA Office Director of Regional and Bilateral Affairs in the Office of International and Tribal Affairs. The Implementing Official for the EPA shall be the EPA Indonesia Program Manager.
3. The Management Official for the Republic of Indonesia shall be the MOE Assistant Deputy for Air Pollution Control from Mobile Sources. The Implementing Official

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for the Republic of Indonesia shall be the Jakarta Capital City Government Director of the Regional Environment Management Board.

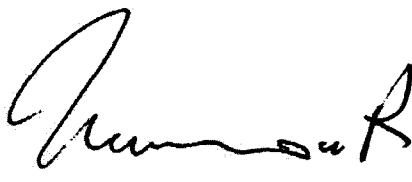
4. Each Party may designate a replacement Management Official or Implementing Official at any time upon written notice and approval of the other Party.

This Annex shall be an integral part of the MOU and shall enter into force upon signature.

Done at Jakarta this 27th day of June, 2011, in the English language.



**FOR THE ENVIRONMENTAL
PROTECTION AGENCY OF THE
UNITED STATES OF AMERICA**



**FOR THE MINISTRY OF THE
ENVIRONMENT OF THE
REPUBLIC OF INDONESIA**



**MEMORANDUM SALING PENGERTIAN
ANTARA
BADAN PERLINDUNGAN LINGKUNGAN
AMERIKA SERIKAT
DAN
KEMENTERIAN LINGKUNGAN HIDUP
REPUBLIK INDONESIA**

TENTANG

KERJASAMA DI BIDANG LINGKUNGAN

Kementerian Lingkungan Hidup Republik Indonesia (“KLH”) dan Badan Perlindungan Lingkungan Amerika Serikat (“EPA”); (selanjutnya disebut sebagai “Para Pihak”):

BERKEINGINAN untuk memperkuat kerjasama lingkungan yang merupakan kepentingan bersama dan menguntungkan Para Pihak; dan

MENGAKUI Perjanjian antara Pemerintah Republik Indonesia dan Pemerintah Amerika Serikat tentang Kerjasama Ilmu Pengetahuan dan Teknologi ditandatangani di Jakarta 29 Maret 2010 (Perjanjian IPTEK)

Telah mencapai kesepakatan sebagai berikut:

**Pasal 1
TUJUAN**

1. Para Pihak wajib berusaha untuk terlibat dalam program kerjasama umum yang saling menguntungkan dan untuk meningkatkan semangat pertukaran terbuka dan kerjasama di bidang perlindungan terhadap lingkungan dan permanfaatan yang berkelanjutan terhadap sumber daya alam.
2. Tujuan Memorandum Saling Pengertian ini (“MOU”) adalah untuk meningkatkan kerjasama bilateral yang mengupayakan kepentingan bersama di bidang kerjasama lingkungan.

**Pasal 2
KERANGKA KERJA**

Kegiatan-kegiatan kerjasama yang diatur dalam MOU ini wajib dilaksanakan sesuai dengan peraturan perundang-undangan yang berlaku di negara Para Pihak.

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Pasal 3 LANDASAN

Para Pihak wajib melaksanakan kegiatan-kegiatan kerjasama yang diatur dalam MOU ini berdasarkan atas prinsip kesetaraan, hubungan timbal balik dan saling menguntungkan.

Pasal 4 BIDANG-BIDANG KERJASAMA

Kerjasama yang diatur dalam MOU ini dapat meliputi bidang-bidang sebagai berikut:

1. Pencegahan dan pengelolaan:
 - a. Emisi gas rumah kaca dan dampaknya;
 - b. Pencemaran udara (termasuk pencemaran udara dalam ruang);
 - c. Pencemaran air;
 - d. Limbah kimia dan berbahaya (termasuk limbah medis);
 - e. Limbah padat;
 - f. Degradasi lingkungan; dan
 - g. Penilaian lingkungan
2. Pengelolaan Daerah Aliran Sungai (DAS) Terpadu;
3. Perubahan iklim;
4. Ancaman-ancaman lingkungan lain terhadap kesehatan manusia dan ekosistem;
5. Kebijakan dan manajemen lingkungan;
6. Pendidikan lingkungan dan kesadaran masyarakat;
7. Tata kelola pemerintahan bidang lingkungan seperti:
 - Partisipasi masyarakat;
 - Pengembangan hukum lingkungan;
 - Pelatihan di bidang hukum;
 - Pengembangan, pelaksanaan serta penegakan perijinan;
8. Lingkup kerjasama lainnya yang ditentukan oleh Para Pihak.

Pasal 5 BENTUK-BENTUK KERJASAMA

Kerjasama yang diatur dalam MOU ini dapat termasuk akan tetapi tidak terbatas pada:

1. Transfer atau pertukaran informasi teknis dan tata pemerintahan dalam bidang perlindungan lingkungan
2. Kerjasama penyelenggaraan simposium, seminar, lokakarya dan pelatihan;
3. *Study tour*, pertukaran dan penugasan sementara staf dari satu Pihak ke Pihak lainnya;
4. Publikasi bersama; dan
5. Proyek-proyek kerjasama untuk memperagakan pendekatan pengelolaan lingkungan.

Pasal 6 **KETERLIBATAN PEMANGKU KEPENTINGAN**

Para Pihak wajib mendorong dan memfasilitasi keterlibatan dan partisipasi dari para pemangku kepentingan terkait (seperti universitas-universitas, badan pemerintah lain dan industri) dalam kegiatan-kegiatan kerjasama yang diatur dalam MOU ini sebagaimana ditetapkan bersama oleh Para Pihak.

Pasal 7 **PELAKSANAAN**

1. Para Pihak wajib mengembangkan lampiran-lampiran tambahan pada MOU untuk setiap bidang kegiatan utama yang dipertimbangkan dalam MOU ini, sesuai kebutuhan. Setelah dikembangkan, setiap lampiran wajib menjadi bagian yang tak terpisahkan dari MOU. Untuk setiap lampiran, kegiatan kerjasama khusus dan ketentuan-ketentuan bagi pelaksanaannya, termasuk pengaturan keuangan, wajib diuraikan dalam sebuah rencana kerja.
2. Dalam hal terjadi konflik antara ketentuan-ketentuan dalam sebuah lampiran dan MOU ini, maka ketentuan MOU akan berlaku.
3. Seluruh kegiatan yang dilakukan sesuai dengan MOU ini akan bergantung pada ketersediaan dana, personil dan sumber daya lain dari masing-masing Pihak. Para Pihak menyadari bahwa kerjasama berdasarkan MOU ini bukan merupakan sebuah komitmen dana, personil atau sumber daya lainnya.

Pasal 8 **KOMITE BERSAMA UNTUK KERJASAMA LINGKUNGAN**

1. Para Pihak membentuk sebuah Komite Bersama untuk Kerjasama Lingkungan ("Komite Bersama") yang bertanggung jawab untuk mengkoordinasikan dan memfasilitasi kegiatan-kegiatan kerjasama dalam MOU ini, terdiri dari wakil-wakil yang ditunjuk oleh Para Pihak.
2. Komite Gabungan ini akan diketuai secara bersama oleh pejabat yang ditunjuk oleh EPA dan pejabat yang ditunjuk oleh KLH.
3. Komite Bersama akan bertemu secara berkala sebagaimana ditentukan oleh Para Pihak (tidak lebih dari satu kali setahun) untuk mengadakan tinjauan bersama terhadap kegiatan-kegiatan dan mendiskusikan hal-hal penting di bidang lingkungan dan kebijakan-kebijakan terkait dengan kerjasama lingkungan antara Para Pihak di bawah MOU ini. Pertemuan Komite Bersama harus dilaksanakan secara bergantian di Amerika Serikat dan Indonesia.
4. Dalam selang waktu antara berbagai pertemuan Komite Bersama itu, kedua Ketua Komite bisa bertemu atau berkorespondensi, bila diperlukan, untuk mendiskusikan dan memajukan implementasi MOU ini serta melakukan

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pertukaran informasi tentang kemajuan program-program, proyek-proyek dan kegiatan-kegiatan yang punya kepentingan bersama, dan pengaturan pelaksanaan di bawah MOU ini.

Pasal 9 KERAHASIAAN

Tak ada informasi atau peralatan yang perlu dilindungi demi kepentingan pertahanan nasional atau hubungan luar negeri dan dirahasiakan sesuai dengan hukum dan peraturan nasional yang akan disediakan berdasarkan MOU ini. Kalau selanjutnya ditemukan ada informasi atau peralatan yang diketahui atau diyakini membutuhkan perlindungan seperti itu dan diidentifikasi pengadaannya dilakukan secara tidak sengaja ketika melakukan kegiatan kerjasama berdasarkan MOU ini, masalah ini akan segera diberitahukan kepada pejabat yang tepat dan para Pihak akan berkonsultasi untuk menentukan langkah-langkah keamanan yang sesuai serta ditentukan bersama oleh para Pihak, secara tertulis dan diberlakukan pada informasi dan/atau peralatan ini. Semua informasi lain yang dipertukarkan diantara para Pihak didasarkan pada hukum dan peraturan para Pihak yang berlaku.

Pasal 10 HAK KEKAYAAN INTELEKTUAL

Tidak diantisipasi bahwa kekayaan intelektual akan diciptakan atau disediakan selama berlangsungnya kegiatan-kegiatan berdasarkan MOU ini. Tetapi perlakuan terhadap setiap kekayaan intelektual yang diciptakan atau disediakan selama berlangsungnya kegiatan berdasarkan MOU ini, alokasi hak-hak bagi kekayaan intelektual seperti itu, serta informasi binis yang bersifat rahasia yang diperoleh dan/atau dipertukarkan sehubungan MOU ini, wajib diatur berdasarkan ketentuan-ketentuan dari Lampiran 1 dari Perjanjian IPTEK.

Pasal 11 PENYELESAIAN PERSELISIHAN

Setiap perselisihan antara Para Pihak mengenai interpretasi MOU ini akan diselesaikan melalui konsultasi diantara Para Pihak.

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Pasal 12
KETENTUAN-KETENTUAN PENUTUP

1. MOU ini akan mulai berlaku pada tanggal penandatanganannya dan akan berlaku untuk kurun waktu lima (5) tahun. Masing-masing Pihak dapat mengakhiri MOU ini dengan menyampaikan pemberitahuan tertulis tigapuluhan (30) hari sebelumnya kepada Pihak lainnya. Kecuali disepakati lain, pengakhiran MOU ini tidak akan mempengaruhi keabsahan atau jangka waktu dari proyek-proyek dibawah MOU ini yang dimulai sebelum pengakhiran tersebut, dan MOU ini akan tetap berlaku terhadap proyek-proyek ini sampai proyek-proyek ini dihentikan.
2. MOU ini bisa diubah atau diperpanjang setiap saat lewat persetujuan bersama tertulis diantara para Pihak.

SEBAGAI BUKTI, yang bertandatangan di bawah ini, dengan diberikan kuasa oleh Pemerintah masing-masing, telah menandatangani MOU ini.

DIBUAT di Jakarta tanggal 27 Juni tahun 2011, dalam rangkap dua, dalam Bahasa Indonesia dan Bahasa Inggris, seluruh naskah memiliki kekuatan hukum yang sama. Dalam hal terjadi perbedaan penafsiran, maka naskah dalam Bahasa Inggris yang berlaku.



**UNTUK BADAN PERLINDUNGAN
LINGKUNGAN
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REPUBLIK INDONESIA**

